



REQUEST FOR QUOTES

For

Mental Health Counseling Services
Pasco and Pinellas Counties

SUBMISSION DUE DATE AND TIME

October 20, 2020 3:00 PM EST

DELIVERY OF QUOTES

Written quotes must be submitted to:
Attn: Program Department - RFQ
Area Agency on Aging of Pasco – Pinellas, Inc.
9549 Koger Boulevard, Suite 100, Gadsden Building
St. Petersburg, FL 33792

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The following additional documents referenced in this RFQ may be found at:

<https://agingcarefl.org/>

- **Unit Cost Supporting Budget Worksheet**
- **Sample Older Americans Act/Local Service Provider Contract**

1.0 INSTRUCTIONS

1.1 OVERVIEW OF THE FEDERAL OLDER AMERICANS ACT AND FLORIDA'S AGING NETWORK

In an effort to meet the diverse needs of the growing numbers of older persons in the United States, Congress passed the Older Americans Act of 1965. The Act has been amended several times since the original passage, most recently reauthorized in 2020, but it is still the primary vehicle for organizing, coordinating and funding a system of community-based long-term care services to elders 60 years and older. Age is the primary eligibility factor for elders receiving services (60 years and older). However, priority is given to those with the greatest social and economic need, low-income minority individuals, individuals residing in rural areas, older individuals at risk of institutional placement, and older individuals with limited English proficiency.

Unique to the Act is its creation of Area Agencies on Aging (AAA). An Area Agency on Aging is a public or a private non-profit agency designated by the state to address the needs and concerns of older individuals within their PSA. With leadership provided by a State Unit on Aging (SUA), these entities are charged with the following:

1. Creating multi-year plans for the development of comprehensive, community-based services which meet the needs of older persons within their communities;
2. Providing information on available services, programs and policies that affect older persons;
3. Advocating for the improvement of services and rights of older persons and their caregivers; and
4. Contracting, coordinating and monitoring federal, state and local funding which support the operation of these community-based long-term care services which assist older persons to remain independent within their own homes and communities.

In Florida, the Department of Elder Affairs (DOEA) as the SUA provides oversight to eleven AAAs. The Area Agency on Aging of Pasco-Pinellas, Inc. serves Planning and Service Area 5 which is comprised of Pinellas and Pasco Counties. F.S. 20.41 (8) states that area agencies on aging are subject F.S. 119, relating to public records, and when considering any contracts requiring the expenditure of funds are subject to ss. 286.011-286.012 relating to public meetings.

One of the primary features of the OAA, Title III program is county and community involvement in the planning and funding of the system of services for older persons. Each service provider must seek to expand the sense of community participation by expanding the use of volunteers, by involving qualified local persons in both policy making or advisory capacities, by collecting and analyzing information on the needs, opinions and preferences of older persons, by employing qualified staff from local sources, and by securing the required non-federal financial share (local match).

PASCO COUNTY PROFILE

Pasco County has 152,963 persons over the age of 60 and represents 30% of the county's population. The population aged 85 and older accounts for 3% of the county's population and 10% of the 60 and older population. New Port Richey in west Pasco continues to have the largest population, with Zephyrhills in east Pasco ranked as second in total population. Rural sections of the county are found in central and east Pasco. There are currently 23,630 over the age of 60 with at least one type of disability. Of the total 60 and older population residing in Pasco County, 9% are low income. There are 20,769 minority residents over the age of 60 and approximately 2,135 minority elders who are low income. Concentrations of non-white elderly are primarily located in East Pasco, especially Dade City, Trilby, and Lacoochee. Of other importance, 32,895 seniors live alone with 64% or 21,080 of this population comprising of females. In addition, 4,120 of those aged 60 and older have Limited English Proficiency.

PINELLAS COUNTY PROFILE

Although a small urban land mass (280 square miles), Pinellas County has the largest total population of those aged 60 and older in the PSA. There are 317,594 persons aged 60 and older who reside in Pinellas County, comprising 33% of the county's population. The population aged 85 and older accounts for 4% of the total population. Clearwater, Largo, and St. Petersburg make up the greatest populated areas. Pinellas County contains the larger number of 60 and older persons who are low income in the PSA, representing 9% of the age 60 and older population. There are currently 40,560 over the age of 60 with at least one type of disability. The minority elderly population of 46,010 represents 14% of the county's 60 and older population. Of other importance, 83,545 seniors live alone with 66% or 55,505 of this population comprising of females. Lastly approximately 7,505 of those aged 60 and older have Limited English Proficiency.

(2018 Florida County Profiles, Florida Department of Elder Affairs)
http://elderaffairs.state.fl.us/doea/pubs/stats/County_2018/florida_map.html

1.2 COMMUNICATION WITH THE AAAPP

All communication regarding this Request for Quotes must be directed to the Area Agency on Aging of Pasco Pinellas, Inc. Programs Department. The point of contact is:

Area Agency on Aging of Pasco – Pinellas, Inc.
Attn: Programs Department - RFQ
9549 Koger Boulevard, Suite 100, Gadsden Building
St. Petersburg, FL 33702
Programs@aaapp.org
(727) 570 – 9696

1.3 AREA AGENCY ON AGING OF PASCO – PINELLAS, INC. WEBSITE

Copies of this RFQ, attached documents, and any addenda may be obtained from the AAAPP website at <https://agingcarefl.org/>

1.4 WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS AND CONE OF SILENCE

All questions pertaining to the terms and conditions or scope of work of this Request for Quotes must be submitted in writing to **Programs@aaapp.org**. **The deadline for questions is October 7, 2020, at 12:00 PM EST.** Please use email subject line: “**RFQ Question**”. Beyond that date and time, questions will not be answered.

Written questions and responses will become public record and will be posted to the AAAPP website at <https://agingcarefl.org/> on October 8, 2020.

Respondents to this RFQ, or persons acting on their behalf, may not discuss information specifically related to this RFQ, between the release of this RFQ and deadline for submission of written appeals, with any employee or officer of the Area Agency on Aging, any individual involved in evaluating quotes submitted in response to the RFQ, or any employee or officer of the State of Florida concerning any aspect of this solicitation, except in writing, as noted above. Violation of this provision may be grounds for rejecting a quote. No interpretation of the meaning of the RFQ documents will be made to any applicant orally. Oral statements made by Area on Agency representatives may not be relied on by applicants. Failure of an applicant to receive responses to written questions shall not relieve said applicants from complying with the RFQ documents as clarified or revised in writing.

1.5 REQUIREMENTS FOR SIGNING QUOTE

- Each applicant represents that this document has been read and is fully understood.
- The Summary Information Page (Attachment 1) of the RFQ must be signed by an individual authorized to legally bind the agency submitting the RFQ

1.6 QUOTE SUBMISSION

Written quotes containing all items required herein, signed by the appropriate authorized representative of the agency on the Summary Information Sheet (Attachment 1) must be received on or before **October 20, 2020 at 3:00 PM EST** to be considered. **Late submissions will not be considered.**

It is the responsibility of the applicant to ensure that the Quote is received by the AAAPP on time at the right location. The AAAPP will confirm receipt of all quotes in writing.

The Area Agency on Aging of Pasco-Pinellas, Inc. requires (two) **2** copies of each Request for Quote response **and an electronic copy stored on a flash drive** must be submitted. At least one (1) of the copies **must** contain original signatures, in blue ink, of an official of the potential provider agency who is authorized to bind the provider to the agency's quote.

The remaining copies must be a complete photocopy (or original). All copies must be submitted at the same time in an envelope or container marked “Request for Quote.”

All pages should be appropriately numbered. Quotes shall be submitted and received as the following separate attachments:

- **Attachment 1** Signed Summary Information Page
- **Attachment 2** Program Narrative
- **Attachment 3.** Audited Financial Statements
- **Attachment 4** Certification of Operating Funds
- **Attachment 5** Insurance Coverage
- **Attachment 6.** Match Commitment
- **Attachment 7** Availability of documents
- **Unit Cost Supporting Budget Worksheet** (found at <https://agingcarefl.org>)

1.7 RIGHTS OF AREA AGENCY ON AGING OF PASCO – PINELLAS IN REQUEST FOR QUOTES PROCESS

In addition to all other rights of AAAPP under Florida law, the AAAPP specifically reserves the following:

- the right to rank quotes and negotiate with the most qualified applicant(s).
- the right to select the Quote(s) that it believes will serve the best interest of older adults in the planning and service area.
- the right to solicit new quotes
- the right to cancel the entire Request for Quotes.
- the right to reject any or all applications for sound, documented business reasons.
- the right to reject any quotation as nonresponsive and disqualify without evaluating if it contains substantive exceptions to the terms and conditions of the RFQ that cannot be rectified without affecting the price, quality, delivery or performance of the services being procured.
- the right to waive any informalities or non-material irregularities of a quotation.
- to accept non-competitive applications and negotiate price and/or specifications if service is available from only one source, or public emergency exists, or after solicitation where competition is determined to be inadequate.
- the right to request any necessary clarifications, provided that information requested does not change the price, quality, quantity, delivery, or performance time of the services/goods being procured.
- the right to require the applicant to perform the services required on the basis of the original quotation without negotiation.

1.8 PUBLIC RECORDS

In accordance with Section 119.071(1)(b), F.S., all Quotes submitted shall become public record after thirty (30) days from opening, or earlier if the AAAPP provides notice of an intended decision before the thirty (30) days expires. If AAAPP rejects all Quotes and concurrently provides notice of its intent to reissue the RFQ, the rejected Quotes remain exempt from the public records requirement until such time that AAAPP provides notice

of an intended decision concerning the reissued RFQ or until AAAPP withdraws the reissued RFQ. A Quote is not exempt from public record disclosure for longer than twelve (12) months after the initial AAAPP notice rejecting all Quotes. Information that is confidential and/or exempt from public record disclosure will not be produced provided that it is legally required that it not be produced or a specific exemption from disclosure exists.

1.9 TRADE SECRET AND CONFIDENTIAL MATERIALS

All Quotes submitted become public records as set forth above. Unless a specific exemption exists from disclosure, all documents submitted will be released in response to a public records request. If the quote includes material which is deemed a trade secret, as defined by Section 812.081, F.S., the following statement should be included on the quote "Trade Secrets as defined by Section 812.081, F.S. are contained in this quote and shall not be used or disclosed by AAAPP except for AAAPP's purpose of evaluating this quote." However, if a contract is awarded as a result of this quote, AAAPP shall have the right to use the information designated as trade secrets to the extent subsequently agreed upon in writing between Applicant and AAAPP. This does not limit AAAPP's right to use or disclose the information if the same information is obtained from another source. In addition, each and every page that contains information that the Applicant contends contains information that is a Trade Secret as defined by Section 812.081, F.S., must be clearly marked as such by the Applicant prior to submission to AAAPP.

In addition, if any Quote contains any information that is confidential and/or exempt from the disclosure requirements of Chapter 119, F.S. pursuant to any other exemption or other provision of law otherwise, each page containing such information must be clearly marked as such by the Applicant prior to submission along with a citation to a statutory exemption or other law prohibiting the disclosure of the marked information.

Notwithstanding anything to the contrary, nothing contained in the quote shall be deemed or interpreted to restrict or prevent AAAPP from complying with the disclosure requirements of Chapter 119, F.S., when material or information is incorrectly, as determined solely within AAAPP's discretion, identified as exempt from disclosure as a Trade Secret, other statutory exemption or otherwise by the applicant.

Applicants are strongly discouraged from submitting any information that the applicant feels is exempt from public records disclosure such as information that is a Trade Secret per 812.081 as AAAPP will comply with the public records law and will make the determination within its sole discretion as to whether information submitted by an Applicant that claims is exempt from disclosure is in fact, exempt from disclosure. By submitting this quote, the Applicant submits all information at its own risk and covenants not to sue AAAPP and waives any claim against AAAPP in connection with or as a result of any disclosures by AAAPP of any information contained in the quote. By submitting the Quote, the Applicant agrees that AAAPP may use and disclose all information submitted for any purpose AAAPP sees fit and that it is within AAAPP's sole discretion to determine if any information submitted is exempt from disclosure.

1.10 EXPENSES INCURRED IN PREPARING QUOTES

The AAAPP accepts no responsibility for any expense incurred by the Applicant in the preparation and presentation of a quote. Such expenses shall be borne exclusively by the Applicant.

1.11 EVALUATION

An evaluation of each RFQ submission will be completed by the evaluation committee, which will consist of qualified AAAPP staff, board and Advisory Council members, or other persons selected by the AAAPP. Quotes will be evaluated based upon the applicant’s qualifications, ability to meet OAA requirements, technical approach, and rates. The AAAPP committee will then make a recommendation, resulting from this process, to the Board of Directors Program and Planning Committee. The Program and Planning Committee will make a recommendation to the Board of Directors for award of contract(s). Dates of committee and Board meetings will be posted at <https://agingcarefl.org/>.

1.12 AWARD AND AGREEMENT

Award of the contract or contracts shall be made by the Board of Directors to the responsible and responsive applicant(s) who submit(s) the quote(s) which best meet(s) the evaluation criteria. AAAPP may issue one or more contracts as a result of the applications received.

The initial contract term shall be for a period of twelve (12) months from January 1, 2021 through December 31, 2021. The AAAPP reserves the right to renew the contract on a yearly basis for up to one year, contingent upon satisfactory performance and the availability of funds.

1.13 CONFLICT OF INTEREST

The applicant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The applicant further represents that no person having any such interest shall be employed by the applicant during the agreement term and any extensions.

The applicant shall promptly notify the AAAPP point of contact, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Applicants judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the applicant may undertake and request an opinion of the AAAPP as to whether the association, interest or circumstance would, in the opinion of the AAAPP, constitute a conflict of interest if entered into by the applicant. The AAAPP agrees to notify the Applicant of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Applicant.

1.14 PUBLIC ENTITY CRIMES

The Applicant, by submitting a quote attests they have not been placed on the convicted applicant list.

Per Section 287.133, Florida Statutes, a person or affiliate who has been placed on the

convicted applicant list following a conviction for a public entity crime may not submit a quote on a contract to provide any goods or services to a public entity, may not submit a quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit quotes on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted applicant list.

1.15 HEARING PROCEDURES FOR BID PROTESTS

It is anticipated that the Area Agency on Aging's Notice of Intent to Award will be posted on the website at: <https://agingcarefl.org/> on November 17th, 2020.

Any party who is substantially affected by the Area Agency on Aging's intended decision to award a contract must file a written notice of protest with the Area Agency on Aging within 72-hours after posting of the Notice of Intent to Award. Written notices must be hand delivered or sent certified mail, return receipt requested and received by the Area Agency on Aging within the 72-hour timeframe indicated above. See Exhibit D.

Written protests must be addressed or hand delivered to:

Ann Marie Winter, Executive Director
Area Agency on Aging of Pasco – Pinellas, Inc.
9549 Koger Boulevard, Suite 100, Gadsden Building
St. Petersburg, FL 33702

In the event any pending bid protest will result in a disruption in services delivery to elderly clients, the Area Agency on Aging reserves the right to contract on an emergency and interim basis, to maintain the delivery of services in place until such time when the protest is resolved.

2.0 SCOPE OF WORK

2.1 PURPOSE

The purpose of this Request for Quote is to secure mental health counseling provider(s) to provide specialized individual, group, and family therapy to persons sixty years or older within the geographic service area, which includes Pasco and Pinellas Counties. Services will be provided under the provision of Older Americans Act. Older Americans Act contracts awarded through this process may be renewed on a yearly basis for up to one year, contingent upon satisfactory performance and the availability of funds. The contract amount and service levels will be negotiated prior to the renewal of the contract.

2.2 MENTAL HEALTH COUNSELING SERVICE DESCRIPTION

Mental health counseling services focus on the unique treatment of psychiatric disorders and rehabilitation for impairments of persons suffering from a mental illness, including

depression and anxiety. Applicant(s) will provide individual, group, and family therapy to older adults. The services include assessing and diagnosing a client and developing a treatment plan. Selected applicants must maintain a summary note, copy of the assessment, and the treatment plan for each client. Services may be offered in a community setting or through telehealth.

Each month, approximately 30 clients receive counseling services once per week. An individual unit of service is one hour of direct service with or on behalf of a client accumulated daily. A group unit of services is one hour of direct service with or on behalf of clients regardless of the number of participants.

Quotes will include proposed unit rates for:

- One-hour session of individual counseling face-to-face
- One-hour of session of group counseling face-to-face
- One-hour session of individual counseling using telehealth
- One-hour session of group counseling using telehealth

2.6 MENTAL HEALTH PROVIDER QUALIFICATIONS

To be able to provide mental health counseling services, applicants' staff members must have the following qualifications:

1. Psychologists or psychiatrists licensed by the Department of Health in accordance with Chapter 490, Florida Statutes; or
2. Clinical social workers, marriage and family therapists or mental health counselors licensed by the Department of Health in accordance with Chapter 491, Florida Statutes.

2.7 INSURANCE REQUIREMENTS

The selected applicant(s) will maintain through the period of the agreement, insurance coverage that must include general liability, worker's compensation, employee bonding, and director's and officer's liability insurance, professional liability/medical malpractice with limits approved by AAAPP. (Please note that successful applicants are required to present documentation of actual insurance coverage.)

2.8 MINIMAL CONTRACT TERMS AND CONDITIONS

The Contract for Older Americans Act & LSP services will be a fixed unit rate agreement. Selected applicant(s) shall be reimbursed for units of service as reported in CIRTIS (the statewide client database), not to exceed the total award. All services must be provided within the parameters of the Master Agreement and approved Service Provider Application. A sample contract can be found on the website: <https://agingcarefl.org/>

3.0 QUOTE REQUIREMENTS

All quotes **MUST** contain the following items. All pages should be appropriately numbered and identified by the complete company name in the header and/or footer. **Omission of a signature**

on the Summary Information sheet may result in rejection of your quote.

3.1 Attachment 1

Must be completed by every applicant using the format provided. Must be signed by an authorized representative of your agency. Please note that you must include your proposed unit rate(s) in this document (section 4). Quotes will include proposed unit rates for:

- One-hour session of individual counseling face-to-face
- One-hour of session of group counseling face-to-face
- One-hour session of individual counseling using telehealth
- One-hour session of group counseling using telehealth

Note: Each month, approximately 30 clients receive counseling services once per week. Each rate must include all applicable costs as required in the Unit Cost Supporting Budget schedule (separate attachment). Unit rates may not exceed the allow Medicaid rate for these services.

3.2 Attachment 2

Applicants must answer the questions outlined in Attachment 2 pertaining to the following:

- Provider qualifications and staff qualifications (note that proof of required licensure must be included in this section).
- Targeting and Outreach (see Exhibit C for definitions of targeted groups)
- Identification and Prioritization of Clients (see **Exhibit A** for prioritization procedures)
- Grievances, complaints and process for reducing or terminating services (see **Exhibit B** for Grievance procedure)
- Client Confidentiality
- Quality Assurance

3.3 Attachment 3

Include your most recent audited financial statements, which will attest to the reliability of the applicant's financial and administrative system must be provided as an attachment to the proposal

3.4 Attachment 4

Provide a Certification of 30 days of Operating Funds must be provided in a signed statement.

3.5 Attachment 5

Applicants are required to include documentation of actual current insurance coverage. Current insurance coverage detailing Insurance Company, type of insurance, amount of insurance and limits Minimum coverage must include general liability, professional liability/medical practice worker's compensation, employee bonding, and director's and officer's liability insurance.

3.6 Attachment 6

Match of 10 percent is required for Older Americans Act funds. If applicable, no match is necessary for the LSP portion of the total funding. To determine the amount of match required for the proposed services, divide the total allocation of the funds by point nine (.9). For example, if the program allocation is \$30,000, divide by point nine (.9) equaling \$3,333.33 then multiply by .1. In this case, the required match is \$3,333 which is equal to 10 percent of the total funding. The match requirement may be satisfied by in-kind contributions including materials, commodities, transportation, office space, other types of facilities, or personal services, and contributions of money or services from functionally impaired elderly persons. The appropriateness of all match is determined through evaluation by the Area Agency on Aging. Federal dollars may not be used as match.

3.7 Attachment 7

The Availability of Documents form must be signed to assure that the listed documents are maintained in the administrative office of the provider and will be filed in a manner as that ensures ready access for inspection by the AAA or its designee(s) at any time. Signing the document also assures that the Provider will furnish copies of these documents to the AAA upon request.

3.8 Unit Cost Supporting Budget Worksheet

The Unit Cost Supporting Budget Schedule Worksheet must be completed and included with the application. The worksheet may be found at (<https://agingcarefl.org>)

ATTACHMENT 2 PROGRAM

1. PROVIDER QUALIFICATIONS:

- Provide background on the applicant's business status in the State of Florida, i.e. licensure, registration, corporate status etc. and demonstrate that applicant and its employees meet the service qualifications identified for applicable services as specified in **Appendix A. of the 2020 DOEA Program and Services Handbook found at <https://agingcarefl.org/our-network/>**
- Explain the applicant's history and familiarity with providing services to elders.
- Provide current organizational chart of department and agency involved with the proposal, including any proposed changes.
- Provide list of current Board of Directors or Corporate Officers with term dates and contact information.

2. TARGETING/OUTREACH:

Specify how the targeting will be implemented and tracked for individuals receiving services. Efforts to provide outreach should be detailed in this section. Address the statutory requirement to assure that outreach efforts are conducted to identify and target older persons who are:

- a. older individuals with greatest economic need (BPL = 100% of Federal Poverty Level & Low-Income = 125% of Federal Poverty Level),
- b. older individuals with greatest social need,
- c. older individuals at risk for institutional placement,
- d. low-income minority older individuals,
- e. older individuals with limited English proficiency,
- f. older individuals residing in rural areas,

Reference Exhibit C for definitions of targeting categories.

3. IDENTIFYING AND PRIORITIZING CLIENTS

Providers will maintain a waitlist and prioritize the order in which clients will receive services. Exhibit A includes an example Prioritization procedure to assist you with the completion of this section. Describe how you will identify and prioritize clients, based on the requirements listed in Exhibit A.

4. CLIENT GRIEVANCES, COMPLAINTS, AND PROCESS FOR TERMINATING AND REDUCING SERVICES

Providers are required to track client grievances and complaints and comply with specific criteria for the reduction or termination of services. A sample contract to reference for this section is provided and can be found at (<https://agingcarefl.org>). In addition, an example grievance procedure is included in Exhibit B for your reference.

Describe the process and criteria to be used when reducing services or terminating a client from the program as well as placing a client on a temporary hold status. Applicant must

submit their agency's separate Complaint Policy and a separate Grievance Policy which adheres to the contractual requirement.

5. CLIENT CONFIDENTIALITY

Address methods of assuring client confidentiality as described below:

Service providers are responsible for maintaining confidentiality of information obtained in the delivery of services. No information about an older person, or obtained from an older person by a service provider, area agency or the state agency may be disclosed in a form that identifies the person, without the informed consent of the person or of his or her legal representative, unless disclosure is required by court order, or for program monitoring by authorized federal, state, or local monitoring agencies. It should be understood by older persons that failure to provide informed consent may preclude referral to another service agency.

Specific policies regarding confidentiality include:

1. Informed consent is to be obtained prior to referring an individual to another agency for services. Such consent may be written or oral; however, written consent is preferred, if feasible.
2. No individual will be denied services or access to services for refusal to provide such consent.
3. Information contained in the DOEA Client Information and Registration Tracking System (CIRTS) will be disclosed only in accordance with established DOEA procedures.
4. Neither the state, nor a state agency, may require any provider of legal assistance under Title III to reveal any information that is protected by the attorney-client privilege.
5. Information may be disclosed to the public by the state agency or the state only if such information could be disclosed under section 652 of title 5, United States Code, by an agency of the United States.
6. Lists of older persons in need of services or lists of older persons receiving services are to be used only for the purpose of providing services and may not be disclosed without the informed consent of each individual on the list and then only to those with a verified need to know the information.
7. The minimum requirement for safeguarding paper files and records is a locked cabinet or file.
8. The minimum requirement for the safeguarding of electronic files and records includes valid backups of all data and systems and appropriate safeguarding, including email encryption and compliance with e-PHI requirements.

All client information is confidential and shall only be disclosed with the written consent of the client or his/her guardian. Procedures shall be established to meet HIPAA and the HITECH Act requirements and protect confidentiality of records and to obtain the individual's informed consent prior to release of confidential information.

6. QUALITY ASSURANCE

Providers are required to evaluate client satisfaction on an annual basis and utilize an analysis to improve services. Describe the process, including the frequency, for determining consumer satisfaction with service delivery. This process must include how data is compiled and used to promote further or enhanced satisfaction. Describe internal methods to assure delivery of quality services by staff and any subcontractors.

**ATTACHMENT 6
MATCH COMMITMENT SHEETS
MATCH COMMITMENT OF CASH DONATION**

SFY: [] FFY: []	<input type="checkbox"/> Original, dated <input type="checkbox"/> Revision, dated Contract Amendment #:
----------------------	---

Agency Name:	Program:
---------------------	-----------------

Donor Identification:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

-

Authorized Representative: _____

Total Amount	# Payments	Amount/Payment	Contribution Period
\$		\$	

Special Conditions:

Donor Certification:

I hereby certify intent to make the cash donation set forth above for use in the specified program during the program's upcoming funding period. This cash is not included as contribution for any other State or Federally assisted program or any Federal contract and is not borne by the Federal government directly or indirectly under any federal grant or contract.

Signature of Donor Representative Date

MATCH COMMITMENT FOR DONATION OF BUILDING SPACE

SFY: [] FFY: []	<input type="checkbox"/> Original, dated Revision, dated Contract Amendment #:
Agency Name: _____ Program: _____	
Donor Identification: Name: _____ Street: _____ City: _____ State: _____ Zip: _____ Phone: _____ Authorized Representative: _____	
Description of Space: <input type="checkbox"/> Office <input type="checkbox"/> Site <input type="checkbox"/> Other	
Provider Owned Space: 1. Number of square feet used by project _____sq.ft. 2. Appraised rental value per square foot \$_____/sq.ft. 3. Total value of space used by project (1x2) \$_____	
Donor Owned Space: 1. Established monthly rental value \$_____ 2. Number of months rent to be paid by donor _____ mos 3. Value of donated space (1x2) \$_____	
Special Conditions:	
Donor Certification: I hereby certify intent to donate use of the space set forth above for the program specified above during the program's upcoming funding period. This space is not being used as match for any other State or Federal program or contract.	
_____ Signature of Donor Representative	_____ Date

MATCH COMMITMENT OF SUPPLIES

SFY: [] FFY: []	[] Original, dated Revision, dated Contract Amendment #:
----------------------	---

Agency Name: _____	Program: _____
---------------------------	-----------------------

Donor Identification:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

Authorized Representative: _____

Description of Supplies:

The below described supplies are committed for use by the project for the period of: _____

Computation of Value: _____

Value to be claimed by project: \$ _____

Special Conditions:

Donor Certification:

I hereby certify intent to donate these supplies for the program specified above during the program=s upcoming funding period. These supplies are not being used as match for any other State or Federally assisted program or contract.

Signature of Donor Representative

Date

MATCH COMMITMENT OF EQUIPMENT

SFY: [] FFY: []	<input type="checkbox"/> Original, dated Revision, dated Contract Amendment #:
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Agency Name:	Program:
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Donor Identification:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

Authorized Representative: _____

Description of Equipment:

The below described equipment is committed for use by the project for the period of: (From) (To)

<u>Description of Item</u>	<u>Acquisition Number</u>	<u>Cost</u>	<u>Value to Project:</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

*Items that are currently owned by the Grantee or are loaned or donated to the project are valued at an annual rate of 6-2/3 percent of the acquisition value.

Donor Certification: This equipment is not included as a contribution for any other State or Federally Assisted program or contract and costs are not borne by the Federal Government directly or indirectly under any Federal grant or contract except as provided for under: _____ (cite the authorizing Federal regulation or law if applicable)

 Signature of Donor Representative

 Date

**MATCH COMMITMENT OF IN-KIND CONTRIBUTION OF SERVICES BY STAFF
OF SERVICE PROVIDER OR STAFF OF OTHER ORGANIZATIONS**

SFY: [] FFY: []	<input type="checkbox"/> Original, dated Revision, dated Contract Amendment #:
--------------------------	--

Agency Name: _____	Program: _____
---------------------------	-----------------------

Donor Identification:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

Authorized Representative: _____

Descriptions of Positions:

Position Title	Service	Hourly Rate or Annual Salary Worked	# Hours	Value to Project **
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
			Total - \$	_____

** Value to project = (# of hours worked) x (Hourly rate) or (Annual Salary 2080 hrs) x (# of hours worked)

Donor Certification: These services are not included as match for any other State or Federally Assisted program or contract and costs are not borne by the Federal Government directly or indirectly under any Federal grant or contract except as provided for under: _____ (cite the authorizing Federal regulation or law if applicable). **It is certified that the time devoted to the project will be performed during normal working hours.**

Signature of Donor Representative

Date

MATCH COMMITMENT OF IN-KIND VOLUNTEER PERSONNEL AND TRAVEL

Sfy: _____ Ffy: _____	<input type="checkbox"/> Original, dated _____ <input type="checkbox"/> Revision, dated _____ Contract Amendment # _____
--------------------------	--

Agency Name: _____	Program: _____
---------------------------	-----------------------

Donor Identification:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

Authorized Representative: _____

The volunteer staff positions identified below will be filled by local volunteers who will be recruited, trained, and supervised as an ongoing activity of our agency. We will maintain volunteer records to document individual volunteer activity. **Describe Volunteer Effort:**

	Position Title	Equivalent Hourly Rate	# of Hours	Value to Project
1		\$		\$
2		\$		\$
3		\$		\$
TOTAL VALUE TO AGENCY.....				\$

Equivalent Hourly Rates were determined by:

Rates for comparable positions within own agency.

State Employment Service estimate of rates for type of work.

Rates for comparable positions within other local agencies.

ESTIMATED MILEAGE	X	RATE PER MILE	=	VALUE
				\$

Donor Certification: I hereby certify that commitments have been received from individual volunteers or groups sufficient to provide the volunteer hours and travel identified above.

_____ Signature of Agency Official	_____ Date
---------------------------------------	---------------

ATTACHMENT 7

AVAILABILITY OF DOCUMENTS

The undersigned hereby gives full assurance that the following documents are maintained in the administrative office of the provider and will be filed in such a manner as to ensure ready access for inspection by the AAA or its designee(s) at any time. The Provider will furnish copies of these documents to the AAA upon request.

1. Current Board Roster
2. Articles of Incorporation
3. Corporate By-Laws
4. Advisory Council By-Laws and Membership
5. Corporate Fee Documentation
6. Insurance Coverage Verification
7. Bonding Verification
8. Staffing Plan
 - a. Position Descriptions
 - b. Pay Plan
 - c. Organizational Chart
 - d. Executive Director's Resume
9. Personnel Policies Manual
10. Financial Procedures Manual
11. Operational Procedures Manual
12. Interagency Agreements
13. Affirmative Action Plan
14. Outreach Plan, if applicable
15. Americans With Disabilities Act Assurance and supporting documentation
16. Unusual Incident File
17. Contribution System
18. Inventory List

CERTIFICATION BY AUTHORIZED AGENCY OFFICIAL:

I hereby certify that the documents identified above currently exist and are properly maintained in the administrative office of the Provider. Assurance is given that the AAA or its designee(s) will be given immediate access to these documents, upon request.

Signature

Date

Name of Authorized Individual

Title of Authorized Individual

EXHIBIT A
Area Agency on Aging of Pasco-Pinellas, Inc.
Older Americans Act Prioritization Policy and Procedures
Revised as of January 2019

All service providers funded under the Older Americans Act will prioritize clients to ensure services are provided to older individuals with greatest economic need and older individuals with greatest social need. To the maximum extent feasible, services are to be provided to low-income minority individuals, older individuals residing in rural areas, older individuals with limited English proficiency, and elders at risk of institutional placement. The need for service will be prioritized for all eligible individuals prior to service and at annual reassessment. All service providers, with the exception of information and referral, will use these priority procedures as approved by the Area Agency on Aging Board of Directors.

Procedures:

1. All Older Americans Act providers will formulate their own program specific priority policy procedures and forms and submit them to the Area Agency on Aging (AAAPP) for approval. Changes to the established policy and procedures must also be approved by the Area Agency prior to implementation.
2. Referrals received by the service provider must be prioritized based on the following:
 - a. Low-income minority individuals
 - b. Older individuals residing in rural areas
 - c. Older individuals with greatest economic need
 - d. Older individuals with greatest social need
 - e. Older individuals at risk of institutional placement
 - f. Older individuals with limited English proficiency
 - g. Service-specific requirements, which are consistent with DOEA minimum standards for the service. (Note: Service providers using numerical scoring should provide justification for numbers).
 - h. Intake Screening and Assessment Risk Score (DOEA 701 A, B or C) as required for OAA Registered Services.
3. A list of applicants waiting for service and screened under these procedures must be kept by the service provider and made available at the time of AAAPP monitoring visits. The service provider must develop systematic procedures, with consideration given to the prioritization process, for selecting the next eligible individual to be served.
4. Documentation in writing, of all conflicts, problems and incidents arising from the use of these procedures must be kept by each service provider.

Definitions: Older Americans Act of 1965 as amended in 2019.

The term, “**Greatest Economic Need**”: means the need resulting from an income level at or below the poverty line.

The term, “**Greatest Social Need**”: means the need caused by non-economic factors, which include-

- (A) physical and mental disabilities;
- (B) language barriers; and
- (C) cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, that -
 - (i) restricts the ability of an individual to perform normal daily tasks; or
 - (ii) threatens the capacity of the individual to live independently.

The term, “**Risk of Institutional Placement**”: is defined as with respect to an older individual, that such individual is unable to perform at least 2 Activities of Daily Living without substantial assistance (including verbal reminding, physical cuing, or supervision) and is determined by the State involved to be in need of placement in a long-term care facility

EXHIBIT B
GRIEVANCE PROCEDURE

Purpose:

- A. To provide notice to service recipients of their right to an explanation and grievance of changes and denial of service. A client has a right to appeal an adverse decision when they:
1. are dissatisfied with services they have received; are dissatisfied with the co-pay amount determined for them for services rendered; or when they have received notification of adverse action regarding termination, suspension or reduction of service under any federal or state program administered by the Area Agency on Aging (AAA), and
 2. have followed the grievance procedures of the Service Provider concerned and
 3. wish to appeal an adverse action of a Service Provider to the AAA.
- B. Statewide Medicaid Managed Care Long Term Care Program clients must follow statewide SMMCLTCP procedures.
- C. AAA Legal Providers should have an internal grievance procedure that addresses both denial of service and complaints about manner or quality of legal assistance. Grievance policies that comport with requirements of the Legal Services Corporation are sufficient.

Procedure:

NOTICE TO THE RECIPIENT OF THE ADVERSE ACTION TO BE TAKEN AND EXPLANATION OF THE GRIEVANCE PROCEDURES FOR REVIEWING THAT DECISION

- The recipient must be informed by the decision maker of the action, in writing, no less than 10 calendar* days prior to the date the adverse action will be taken. (Prior notice is not applicable where the health or safety of the individual is endangered if action is not taken immediately; however, notice must be made as soon thereafter as practicable.)
- Services cannot be reduced or terminated, nor any adverse action taken during the 10-day period.
- The Notice must contain:
 - A. a statement of what action is intended to be taken;
 - B. the reasons for the intended action; and
 - C. an explanation of:
 1. the individual's right to a grievance review if requested in writing and delivered within 10 calendar* days of the Notice postmark (assistance in writing, submitting and delivering the request must be offered and available to the individual);
 2. the individual's right, after a grievance review, for further appeal;
 3. the right to seek redress through the courts if applicable;

D. a statement that current benefits will continue if a grievance review is requested, and will continue until a final decision is made regarding the adverse action; and

E. a statement that the individual may represent himself/herself or use legal counsel, a relative, a friend, or other qualified representative in the requested review proceedings.

- All records of the above activities must be preserved in the client's file.

Provider Procedure Upon Timely Receipt of a Written Request for Review

1. Within 7 calendar* days of the receipt of a request for review, the provider must acknowledge receipt of the request by a written statement delivered to the requester. This statement must also provide notice of:
 - the date, time and place scheduled for the review;
 - the designation of one or more impartial reviewers who have not been involved in the decision at issue;
 - the opportunity to examine, at a reasonable time before the review, the individual's own case record, and to a copy of such case record at no cost to the individual;
 - the opportunity to informally present argument, evidence, or witnesses without undue interference at a reasonable time before or during the review;
 - a contact person for any accommodations required under the Americans with Disabilities Act; and assistance, if needed, in order to attend the review; and the stopping of the intended action until all appeals are exhausted.
2. All grievance reviews must be conducted at a reasonable time, date and place by one or more impartial reviewers who have not been directly involved in the initial determination of the action in question.
3. The reviewer(s) must provide written notification to the requester, within 7 calendar* days after the grievance review, stating:
 - the decision, the reasons therefore in detail;
 - the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
 - the individual's right to appeal an adverse decision to the Area Agency on Aging by written request within 7 calendar* days, except in decisions involving the professional judgment of a legal assistance provider;
 - the availability of assistance in writing, submitting and delivering the appeal to the appropriate agency;
 - the opportunity to be represented by himself/herself or by legal counsel, a relative, a friend or other qualified representative;
 - for legal assistance service appeals, the individual's right to file a grievance with the Florida Bar regarding complaints related to the actual legal representation provided.

Procedure for Appeals of a Grievance Review Decision Upon Timely Receipt of a Written Appeal to the Area Agency on Aging of Pasco-Pinellas, Inc., (AAAPP) A Designated Aging and Disability Resource Center

1. Within 7 calendar* days of the receipt of a notice of appeal of a grievance review decision, the AAA must acknowledge receipt of the notice of appeal by a written statement delivered to the appellant. This statement must also provide notice of:
 - the time and place scheduled for the appeal;
 - the designation of one or more impartial AAA officials who have not been involved in the decision at issue;
 - the opportunity to examine at a reasonable time before the appeal the individual's own case record to date, and to a copy of such case record at no cost to the individual;
 - the opportunity to informally present argument, evidence, or witnesses without undue interference during the appeal;
 - a contact person for any accommodations required under the Americans with Disabilities Act, including assistance, if needed, in order to attend the appeal hearing;
 - a statement that current benefits will continue until all appeal rights are exhausted. All appeals of grievance reviews must be conducted at a reasonable time, date and place by one or more impartial AAA officials who have not been directly involved in the initial determination of the action in question.
2. The designated AAA official(s) must provide written notification to the requester within 7 calendar* days after considering the grievance review appeal, stating:
 - the decision, and the reasons therefore in detail;
 - the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted, if not favorable;
 - individual's right to appeal the AAA's decision, if applicable; and
 - a contact person for any accommodations required under the Americans with Disability Act.
3. The decision of the AAA shall be the final decision;
4. All records of the above activities must be preserved and remain confidential. A copy of the final decision must be placed in the client's file.

* In computing any period of time prescribed or allowed by these guidelines, the last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

IMPLEMENTATION PLAN FOR GRIEVANCE PROCEDURES

1. All service providers will develop and/or revise their grievance procedures adhering to the contractual requirements set forth by the Department of Elder Affairs and consistent with the Area Agency on Aging of Pasco-Pinellas, Inc.'s grievance procedures. The

AAAPP serves as the designated Aging and Disability Resource Center (ADRC)

2. Provider grievance procedures must address grievances regarding client terminations, suspensions, or reductions in service; transfers or discharges; and adverse determinations relating to screening or annual review. This would include a person's right to grieve prior to them actually becoming a client. It is recommended that a separate grievance procedure be developed to deal with situations of persons who are not clients (i.e., a person on a waiting list).
3. At time of initial assessment, service providers must inform clients in writing of their right to grieve and appeal decisions to the provider and then to the AAAPP.
4. All service provider sites where older persons congregate should post the service provider and "Your Right to Appeal to the AAA" procedures in a location where there is public access.
5. Once a client appeal has taken place and a decision is made, the service provider must provide written notification of the decision to the client as well as a copy of the "Your Right to Appeal to the AAA". The provider must have the client sign the "Your Right to Appeal to the AAA" and place a copy of the signed and dated form in the client's file as proof that they were informed of their right to appeal to the AAA. On the same day as the Notice of Decision is mailed or given to the client, the provider must contact Ann Marie Winter, AAA Executive Director by fax or e-mail, with the name, address and phone number of the client who appealed.
6. An AAA representative will contact all clients whose names are received from providers as stipulated in #5 to ensure their receipt of the "Your Right to Appeal to the AAA", to ensure their understanding of their rights, and to determine their need for an impartial AAA representative to explain their rights.
7. During programmatic monitoring, AAA staff will review client files to ensure that grievance procedures have been followed and that providers are properly notifying clients.

YOUR RIGHT TO APPEAL TO THE AREA AGENCY ON AGING OF PASCO-PINELLAS, INC.

The Area Agency on Aging of Pasco-Pinellas, Inc. (AAAPP), a designated Aging and Disability Resource Center (ADRC), works hard with its service provider agencies to make sure that you are satisfied with the services you receive. You have the right to voice concerns/complaints and to file a grievance to your service provider without fear that care will be negatively affected. In the event that you file a grievance with your service provider and are not satisfied with their decision regarding your services, the following steps can be taken in the following order:

1. You have seven calendar* days following your receipt of notification of an adverse decision from your service provider to file a request to the Area Agency on Aging to appeal your provider's decision regarding your grievance. Your request must be submitted in writing. If you need assistance writing, submitting and/or delivering the

appeal to the AAA, contact your service provider. Your appeal request should be forwarded to:

Ann Marie Winter, Executive Director
Area Agency on Aging of Pasco-Pinellas, Inc.
Gadsden Building
9549 Koger Blvd., Suite 100
St. Petersburg, FL 33702

2. If you need assistance in understanding the appeal process to the AAA, immediately contact Ann Marie Winter at (727) 570-9696, ext. 266. Upon receiving this contact, an impartial representative for the AAA will contact you and provide an interpretation of the process of appeal to the AAA. This paragraph in no way affects the seven calendar* day time frame described in paragraph 1.
3. Upon receipt of your request to appeal, the Area Agency on Aging will notify you with the time and place scheduled for the appeal. You will have the opportunity to examine your records and to copy those records prior to the appeal. During the appeal procedure you will be able to discuss the matter and have witnesses, if you so desire. You may also be represented by an attorney or another representative. Transportation assistance, if needed, will be provided to you to attend the appeal.
4. The Area Agency on Aging will notify you in writing within seven calendar* days after a decision is made on the grievance review appeal. You will be informed of the reasons for the decision and the effect it has on your current benefits. The decision by the AAA is final.

Signature

Date

*In computing any period of time prescribed or allowed by these guidelines, the last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

EXHIBIT C
DEFINITIONS OF TARGETED GROUPS

Greatest Economic Need: means the need resulting from an income level at or below the poverty line.

Greatest Social Need: means the need caused by non-economic factors, which include-

- (A) physical and mental disabilities;
- (B) language barriers; and
- (C) cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, that
 - (i) restricts the ability of an individual to perform normal daily tasks; or
 - (ii) threatens the capacity of the individual to live independently.

Low-income: is defined as 125% of the Federal Poverty Level which refers to the official poverty line as established by the Department of Health and Human Services.

Rural: is defined by the Department of Elder Affairs as residing in an area with a population density of less than 100 individuals per square mile or an area defined by the most recent U.S. Census as rural.

Limited English Proficiency: is defined as having limited ability to read, write, or speak in the English language, or to understand spoken English. This can be due to the client's primary language being other than English, literacy issues, or physical impairments.

Risk of Institutional Placement: is defined as *with respect to an older individual that such individual is unable to perform at least 2 Activities of Daily Living without substantial assistance (including verbal reminding, physical cuing, or supervision) and is determined by the State involved to be in need of placement in a long-term care facility.*

- B. The Provider will use outreach efforts that: identify individuals eligible for assistance under OAA with special emphasis on:
- a. older individuals residing in rural areas;
 - b. older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - c. older individuals with the greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - d. older individuals with severe disabilities;
 - e. older individuals with limited English proficiency;
 - f. older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and
 - g. older individuals at risk of institutional placement

EXHIBIT D
HEARING/PROCEDURES FOR BID PROTESTS REGARDING PROCUREMENT
OF CONTRACTUAL SERVICES

1. **Issues Causing Protest.** Any person or firm whose substantial interests have been affected adversely by a decision or intended decision concerning a procurement solicitation or by a notice of contract award may file a written notice of protest with the contact person listed in the solicitation.
2. **Parties.** Parties in any Area Agency on Aging of Pasco-Pinellas, Inc. (AAAPP) hearing proceedings are respondents, petitioners or interveners. The term “party” includes the AAAPP.
 - a) Hearing officer shall mean the individual presiding over the hearing.
 - b) Intervenors:
 - i. Persons, other than the original parties to a pending proceeding, who have a substantial interest therein and who desire to become parties thereto, may petition the AAAPP for leave to intervene.
 - ii. An intervener shall declare its position and allege sufficient facts in support thereof in its petition to intervene.
 - iii. Petitions for leave to intervene may be filed at any time prior to the termination of the hearing and may be granted at the discretion of the hearing officer.
 - c) Appearances by other than parties:
 - i. The hearing officer may allow members of the general public to appear at a hearing and present oral or written communication without being a party. The hearing officer, however, may set fair and reasonable conditions on this appearance.
 - ii. All parties shall be entitled to receive notice of hearings, pre-hearing conferences conducted by the hearing officer and final actions of the AAAPP.
 - d) When staff personnel and others appear as witnesses, the staff and others shall be sworn and subject to examination and cross-examination.
3. **Representation by counsel.** A party may be represented by an attorney or other qualified representative or may appear on its own behalf.
4. **Consolidation.** If there are separate matters before the hearing officer which involve similar issues, facts, or identity of parties, they may be consolidated. Any party to a matter before the hearing officer may request it be consolidated with another such matter. The hearing officer may, on the hearing officer’s own initiative, order separate matters consolidated.

5. **Joinder.** If it appears that the determination of the rights of parties in a proceeding before the hearing officer will necessarily involve a determination of the substantial interests of persons or firms who are not parties, the hearing officer may, upon motion of any party of record, or upon the hearing officer's own motion, enter an order requiring that the absent person or firm be notified of the proceeding and be given an opportunity to be joined as a party of record.
6. **Pre-hearing conferences.** Once a proceeding governed hereby has been commenced, the hearing officer may conduct one or more pre-hearing conferences for the purpose of clarification, settlement, adjustment, stipulation, examination of exhibits and documents to be used in the hearing, exchange of names and addresses of witnesses, or agreements of parties to be submitted to the hearing officer.
 - a) The matters accepted by the hearing officer pursuant to this Section shall become part of the record.
7. **Filing the Protest.** Any person or firm whose substantial interests have been adversely affected by a procurement solicitation, or by a decision or intended decision concerning a notice of intended or of actual contract award must, in the following order:
 - a) Serve a written notice of protest upon the contact person listed in the procurement solicitation in writing, within 72 hours after receipt of the bid solicitation, or posting of intended notice of contract award, which states the person or firm's intent to file a formal written protest;
 - i. A notice of protest shall be addressed to the AAAPP; shall identify the procurement by number and title or any other language that will enable the AAAPP to identify it; and shall state that the person or firm intends to protest the decision. The required bond described in Subsection 8 should not be filed with the notice.
 - ii. The notice must be actually received by the AAAPP before the 72-hour period expires. The notice must be filed at the place designated by the procurement solicitation or, if no such place is designated, the notice must be filed with the AAAPP.
 - iii. A notice of protest may not be filed before the 72-hour period begins. The 72-hour period begins when notice of a decision is posted; when notice of a single source approval or disapproval or negotiation approval or disapproval is posted, or otherwise received if not posted; when a bid or proposal tabulation is posted; or when notice of a decision is otherwise received if not posted.
 - iv. The 72-hour period is not extended by service of the notice of protest by mail.
 - v. If the 72nd hour falls on a Saturday, Sunday or a state observed holiday, then the last hour for service shall be the same hour on the next day which is not one of the above.

- b) Within ten (10) calendar days after the notice of intent to protest is filed, file a formal written notice of protest with the contact person listed in the bid solicitation. The formal written protest is a petition that states with particularity the facts and law upon which the protest is based, contains the information specified in Section 9 and is substantially in the form set out in Attachment A. If the formal written protest is filed in proper form within the 72-hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all-time limits applicable to a notice of protest are waived and time limits relative to formal written protests apply. The time allowed for filing a petition or a bond is not extended by mailing either document. If the tenth (10th) calendar day is a Saturday, Sunday or a state observed holiday, then the last day allowed for filing shall be the next day which is not one of the above; and,
- (c) Post a bond payable to the AAAPP as described in Section 8 below at the time of filing the formal written protest. In lieu of a bond, a cashier's check or money order in the amount of the bond may be accepted by the AAAPP at the AAAPP's sole discretion.

Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings hereunder.

Failure to file the proper bond at the time of filing the formal written protest will result in the AAAPP summarily denying the protest and also be deemed a waiver of proceedings hereunder.

8. **Posting Bond for Protest Filed.** Any person or firm who files a formal written protest shall:

- a) Post with the AAAPP at the time of filing the formal written protest, a bond payable to the AAAPP in an amount equal to one percent of the AAAPP's estimate of the total volume of the contract or \$25,000.00, whichever is greater, which bond shall be conditioned upon the payment of all costs, attorney's fees, charges, and expenses incurred by the AAAPP in the administrative hearing in which the action is brought and in any subsequent proceeding regarding the protest, should the protest be denied. The hearing officer shall have the discretion to set the amount of the bond higher than these amounts if the situation warrants. For protests of decisions or intended decisions of the AAAPP pertaining to request for approval of exceptional purchases, the bond shall be in an amount equal to one percent of the AAAPP's estimate of the contract amount for the exceptional purchase requested or \$25,000.00, whichever is greater. The hearing officer shall have the discretion to set the amount of the bond higher than these amounts if the situation warrants. Protesters shall also pay any costs, attorney's fees, charges and expenses incurred by the AAAPP if the protest is denied which are otherwise not paid by the protest bond. Protesters agree to pay these costs, attorney's fees, charges, and expenses by virtue of filing a notice of protest or formal written protest; and
- b) Upon payment of such costs, fees, charges, and expenses by the person or firm protesting the award, the bond, cashier's check, or money order shall be returned to the protester. If the person or firm protesting prevails in the protest, the AAAPP shall

return the bond, cashier's check or money order to the person or firm protesting. In either case, the bond should be submitted to the AAAPP using a Procurement Protest Bond form, which is attached as Attachment B. An original Procurement Protest Bond form should be made available to the person who files the protest at the time of notification of intent to file a formal written notice of protest. As stated previously, in lieu of a bond the AAAPP at its sole discretion may accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest and a waiver of proceedings hereunder. Upon receipt of the formal written notice of protest, the contact person must secure the bond, cashier's check or money order until resolution of the protest.

9. **Content of Formal Written Notice of Protest.** The formal written notice of protest should be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:
 - a) The name and address of the AAAPP with which the protest will be filed;
 - b) The name, address, and telephone number of the person or firm filing the protest or of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how its substantial interests have been affected by the procurement solicitation or by the AAAPP's notice of intended or of actual contract award;
 - c) A statement of how and when the person or firm filing the protest received notice of the procurement solicitation and/or notice of the AAAPP's intended or actual contract award;
 - d) With particularity, the facts and law upon which the protest is based;
 - e) A statement of all issues of disputed material fact. If there are none, the protest must so indicate;
 - f) A concise statement of the ultimate facts alleged, as well as the rules, authority, and statutes which entitle the person or firm filing the protest to relief;
 - g) A demand for relief to which the person or firm deems to be entitled; and,
 - h) Any other information which the person or firm contends is material.
 - i) Signature of the person or representative of the firm filing the protest.

10. **AAAPP's Response to Protest.**
 - a) Upon receipt of a formal written notice of protest which has been timely filed, the solicitation of the bids or proposal process or contract award process will be stopped until the protest is resolved, unless the AAAPP sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid immediate risk to the public health, safety, or welfare.

- b) The AAAPP may set forth, in writing, particular facts and circumstances which require continuance of the solicitation of bids or proposals in order to avoid immediate risk to public health, safety or welfare. This written determination will specifically detail the facts underlying the decision and will constitute final AAAPP action.

11. Resolution of the Protest.

- a) Prior to the informal resolution or the appointment and referral of the matter to a hearing officer, as provided in Section 11(b)-(c), the AAAPP Executive Director shall have the authority to evaluate whether the protest states a valid claim and complies with these procedural requirements. If the AAAPP Executive Director determines that the protest does not state a valid claim or comply with these procedures, he or she shall summarily dismiss the protest.
- b) Upon receipt of the intent to protest or formal written notice of protest, the AAAPP may attempt to resolve the protest on an informal basis. The AAAPP will have seven (7) days after receipt of the formal written notice of protest to resolve the protest through mutual agreement of the parties.
- c) If the protest is not resolved by mutual agreement within seven (7) days of receipt of the formal written protest, the AAAPP Executive Director shall appoint a hearing officer, who does not have a financial stake in the outcome of the dispute, to conduct a hearing to resolve the dispute. This provision is not meant to exclude AAAPP staff members or directors from being appointed hearing officers. If the AAAPP prevails in the dispute, any costs associated with the hearing officer shall be assessed against the protesting party.
- d) Upon compliance with filing procedures, the final hearing shall be concluded within thirty (30) days of the filing of the formal written protest with the AAAPP and the AAAPP shall notify the affected persons or parties as to the time and place of the hearing.
- e) If a hearing is held, the hearing officer may:
 - i. Administer oaths and affirmations;
 - ii. Rule upon offers of proof and receive only relevant evidence. The hearing officer shall make the final determination as to what evidence is relevant and admissible. The hearing officer shall also make the final determination as to whether to allow written and/or oral evidence;
 - iii. Regulate the course of the hearing
 - A. Opening and closing statements may be presented. These statements, if allowed, will be no more than three (3) minutes in length. The petitioner(s) shall make their presentation first, then the opposing party(ies) shall make their presentations. All parties of record shall have an opportunity to rebut and respond to evidence and testimony introduced through the introduction of rebuttal evidence and cross-examination.
 - iv. Enter any order to carry out the purposes of this hearing procedure;

- v. Compel attendance of witnesses and production of documents under the control of any party to the protest;
 - vi. The formal rules of evidence in judicial proceedings shall not apply; however, neither the hearing officer nor AAAPP Board of Directors (“Board”) shall rely solely upon hearsay evidence for proof of any issue in dispute.
- f) The record of proceedings shall consist of:
- i. Notice of protest and petition.
 - ii. Record of evidence received or considered by the hearing officer and the Board.
 - iii. The official transcript, if any.
- g) The official transcript of the proceeding may be preserved by tape recording, shorthand, court reporter, or other device. Any party who wishes a written transcript of the testimony shall order the same at its expense. If a court reporter records and transcribes the proceedings, a copy of the transcription shall be filed with the AAAPP. In such event, the recordation shall become the official transcript.
- h) The hearing officer shall transmit the record of proceedings and a written recommendation to the Board for final action within seven (7) days of the conclusion of the hearing. The Board shall only consider matters in the record of the proceeding admitted by the hearing officer in making its final determination. This final action shall be in writing and shall state the reasons for the Board’s decision. The seven (7)-day period may be waived or extended with the consent of all parties. An adverse determination by the Board against the protesting party shall result in the protest being denied and shall further result in the liability for costs, attorney’s fees, charges, and expenses otherwise provided by the protest procedures. The Board’s decision shall be the final decision regarding the protest.

12. **Applicability.** These procedures shall only apply to those matters set forth in Section 1 above and specifically do not apply to AAAPP investigations preliminary to AAAPP action.

FORMAL WRITTEN PROTEST (ATTACHMENT A)

_____, a _____
organized under the laws of _____,

Petitioner,

vs. Case No.: _____

AREA AGENCY ON AGING OF PASCO-PINELLAS, INC. Respondent,

_____ /

PETITION

_____, a _____ organized under the laws of _____, brings this petition against the Area Agency on Aging of Pasco-Pinellas, Inc., and alleges:

1. This is a bid protest under the procedures proscribed by the Area Agency on Aging of Pasco-Pinellas, Inc.
2. Respondent issued an invitation to bid (ITB)/request for proposals (RFP) entitled Bid/ RFP No. _____.
3. Petitioner submitted the low bid but Respondent rejected its bid for the stated reason that _____.
4. The stated reason for rejection is erroneous because _____.
5. (Additional relevant facts, if any)
6. The facts that are in dispute between Petitioner and Respondent are _____.
7. A copy of the bid tabulation is attached.
8. (Applicable points of law).

Petitioner requests a hearing involving disputed issues of material fact and an order awarding the contract to Petitioner (or other relief)

Signature of person or representative of firm making the protest

(Note. If the relevant facts are not in dispute the petition should so allege and request a hearing not involving disputed issues of material fact. The above allegations are illustrative. They should be altered to suit varying circumstances, and must contain all the information required in Section 9 of the Hearing/Procedures for Bid Protests Regarding Procurement of Contractual Services provided by the Area Agency on Aging of Pasco-Pinellas, Inc..)

PROCUREMENT PROTEST BOND (ATTACHMENT B)

Bond Number: _____

Contract Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ a (mark one) [] corporation, [] partnership, [] proprietorship, organized and existing under the laws of the State of _____, [] individual, and having its principal place of business at _____, as PRINCIPAL; and _____, a surety company, organized under the laws of the State of _____, and duly authorized to do business in the State of Florida, whose principal place of business is _____, as SURETY, are held and firmly bound unto the Area Agency on Aging of Pasco-Pinellas, Inc., as OBLIGEE, in the amount of \$_____ for the payment of which sum we, as Principal and Surety, bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THIS BOND is issued under the provisions of the Area Agency on Aging of Pasco-Pinellas, Inc. protest procedures. The above-named Principal has initiated an administrative protest regarding the Obligee’s decision or intended decision pertaining to Bid/RFP Number _____. Said protest is conditioned upon the posting of a bond at the time of filing the formal written protest.

NOW THEREFORE, the condition of this Bond is that if the Protest filed by Principal is denied, Principal shall pay Obligee all of its costs, expenses, attorney’s fees and charges incurred as a result of the said protest, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Obligee may bring an action in a court of competent jurisdiction on this bond for the amount of such liability, including all costs and attorney’s fees to bring such action.

PRINCIPAL: _____

BY: _____

Title: _____ (CORPORATE SEAL)

ATTEST: _____

SURETY: _____

BY: _____

Title: _____ (CORPORATE SEAL)

(Note: Power of Attorney showing authority of Surety’s agent or Attorney in Fact must be attached).